

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION**

TASTE OF NATURE, INC.,

*Plaintiff,*

v.

MARS WRIGLEY CONFECTIONERY  
US, LLC,

*Defendant.*

Case No. 2:24-cv-06536-FLA-KS

**STIPULATED PROTECTIVE  
ORDER**

1           **1. PURPOSES AND LIMITATIONS**

2           Discovery in this action is likely to involve production of confidential,  
3 proprietary, or private information for which special protection from public  
4 disclosure and from use for any purpose other than this litigation may be  
5 warranted. Accordingly, the parties hereby stipulate to and petition the Court to  
6 enter the following Stipulated Protective Order. The parties acknowledge that this  
7 Order does not confer blanket protections on all disclosures or responses to  
8 discovery, and the protection it affords from public disclosure and use extends only  
9 to the limited information or items that are entitled to confidential treatment under  
10 the applicable legal principles. The parties further acknowledge, as set forth  
11 below, that this Stipulated Protective Order does not entitle them to file  
12 confidential information under seal; Civil Local Rule 79-5 sets forth the procedures  
13 that must be followed and the standards that will be applied when a party seeks  
14 permission from the Court to file material under seal.

15           **GOOD CAUSE STATEMENT**

16           This action is likely to involve trade secrets, royalty rates, pricing  
17 information, and other valuable development, commercial, financial, and/or  
18 proprietary information for which special protection from public disclosure and  
19 from use for any purpose other than prosecution of this action is warranted. As the  
20 parties recognized in Section 10 of the April 12, 2022 Sublicense Agreement and  
21 the November 12, 2021 Mutual Confidential Disclosure Agreement, such  
22 confidential and proprietary materials and information consist of, among other  
23 things, confidential business or financial information, information regarding  
24 confidential business practices, or other confidential development or commercial  
25 information (including information implicating privacy rights of third parties),  
26 information otherwise generally unavailable to the public, or which may be  
27 privileged or otherwise protected from disclosure under state or federal statutes,  
28 court rules, case decisions, or common law. Disclosure of said information could

1 affect the parties' ability to enter into competitive contracts in future commercial  
2 transactions. Accordingly, to expedite the flow of information, to facilitate the  
3 prompt resolution of disputes over confidentiality of discovery materials, to  
4 adequately protect information the parties are entitled to keep confidential, to  
5 ensure that the parties are permitted reasonable necessary uses of such material in  
6 preparation for and in the conduct of trial, to address their handling at the end of  
7 the litigation, and serve the ends of justice, a protective order for such information  
8 is justified in this matter. It is the intent of the parties that information will not be  
9 designated as confidential for tactical reasons and that nothing be so designated  
10 without a good faith belief that it has been maintained in a confidential, non-public  
11 manner, and there is good cause why it should not be part of the public record of  
12 this case.

## 13 **2. DEFINITIONS**

14 **2.1. Action:** this currently pending action, *Taste of Nature, Inc. v. Mars*  
15 *Wrigley Confectionery US, LLC*, No. 2:24-cv-06536-FLA-KS (C.D. Cal.).

16 **2.2. Challenging Party:** a Party or Non-Party that challenges the  
17 designation of information or items under this Order.

18 **2.3. "CONFIDENTIAL" Information or Items:** information (regardless  
19 of how it is generated, stored, or maintained) or tangible things that qualify for  
20 protection under Federal Rule of Civil Procedure 26(c), and as specified in the  
21 good cause statement.

22 **2.4. Counsel:** Outside Counsel of Record and House Counsel (as well as  
23 their support staff).

24 **2.5. Designating Party:** a Party or Non-Party that designates information  
25 or items that it produces in disclosures or in responses to discovery as  
26 "CONFIDENTIAL."

27 **2.6. Disclosure or Discovery Material:** all items or information,  
28 regardless of the medium or manner in which it is generated, stored, or maintained

(including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

**2.7. Expert:** a person with specialized knowledge or experience in a matter pertinent to this litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this Action.

**2.8. House Counsel:** attorneys who are employees of a Party to this Action. House Counsel does not include Outside Counsel of Record or any other outside counsel.

**2.9. Non-Party:** any natural person, partnership, corporation, association, or other legal entity not named as a Party to this Action.

**2.10. Outside Counsel of Record:** attorneys who are not employees of a Party to this Action but are retained to represent or advise a Party to this Action and have appeared in this Action on behalf of that Party or are affiliated with a law firm which has appeared on behalf of that Party, and includes support staff.

**2.11. Party:** any party to this Action, including all of its officers, directors, employees, consultants, retained experts, and Outside Counsel of Record (and their support staffs).

**2.12. Producing Party:** a Party or Non-Party that produces Disclosure or Discovery Material in this Action.

**2.13. Professional Vendors:** persons or entities that provide litigation support services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

**2.14. Protected Material:** any Disclosure or Discovery Material that is designated as “Confidential.”

**2.15. Receiving Party:** a Party that receives Disclosures or Discovery Material from a Producing Party.

1           **3.     SCOPE**

2           The protections conferred by this Stipulation and Order cover not only  
3 Protected Material (as defined above), but also (1) any information copied or  
4 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
5 compilations of Protected Material; and (3) any testimony, conversations, or  
6 presentations by Parties or their Counsel that might reveal Protected Material.

7           Any use of Protected Material at trial shall be governed by the orders of the  
8 trial judge. This Order does not govern the use of Protected Material at trial.

9           **4.     DURATION**

10          Even after final disposition of this litigation, the confidentiality obligations  
11 imposed by this Order shall remain in effect until a Designating Party agrees  
12 otherwise in writing or a court order otherwise directs. Final disposition shall be  
13 deemed to be the later of (1) dismissal of all claims and defenses in this Action,  
14 with or without prejudice; and (2) final judgment herein after the completion and  
15 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
16 including the time limits for filing any motions or applications for extension of  
17 time pursuant to applicable law.

18          **5.     DESIGNATING PROTECTED MATERIAL**

19          **5.1.   Exercise of Restraint and Care in Designating Material for**  
20 **Protection.** Each Party or Non-Party that designates information or items for  
21 protection under this Order must take care to limit any such designation to specific  
22 material that qualifies under the appropriate standards. The Designating Party  
23 must designate for protection only those parts of material, documents, items or oral  
24 or written communications that qualify so that other portions of the material,  
25 documents, items, or communications for which protection is not warranted are not  
26 swept unjustifiably within the ambit of this Order.

27          Mass, indiscriminate, or routinized designations are prohibited.  
28 Designations that are shown to be clearly unjustified or that have been made for an

1 improper purpose (e.g., to unnecessarily encumber the case development process  
2 or to impose unnecessary expenses and burdens on other parties) may expose the  
3 Designating Party to sanctions.

4 If it comes to a Designating Party's attention that information or items that it  
5 designated for protection do not qualify for protection, that Designating Party must  
6 promptly notify all Parties that it is withdrawing the inapplicable designation.

7 **5.2. Manner and Timing of Designations.** Except as otherwise provided  
8 in this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
9 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
10 under this Order must be clearly so designated before the material is disclosed or  
11 produced.

12 Designation in conformity with this Order requires:

13 (a) for information in documentary form (e.g., paper or electronic  
14 documents, but excluding transcripts of deposition or other pretrial or trial  
15 proceedings), that the Producing Party affix at a minimum, the legend  
16 ("CONFIDENTIAL") to each page that contains protected material. If only a  
17 portion or portions of the material on a page qualifies for protection, the Producing  
18 Party also must clearly identify the protected portion(s) (e.g., by making  
19 appropriate markings in the margins).

20 A Party or Non-Party that makes original documents available for inspection  
21 need not designate them for protection until after the inspecting Party has indicated  
22 which documents it would like copied and produced. During the inspection and  
23 before the designation, all of the material made available for inspection shall be  
24 deemed "CONFIDENTIAL." After the inspecting Party has identified the  
25 documents it wants copied and produced, the Producing Party must determine  
26 which documents, or portions thereof, qualify for protection under this Order.  
27 Then before producing the specified documents, the Producing Party must affix the  
28 "CONFIDENTIAL" legend to each page that contains Protected Material. If only

1 a portion or portions of the material on a page qualifies for protection, the  
2 Producing Party also must clearly identify the protected portion(s) (e.g., by making  
3 appropriate markings in the margins).

4 (b) Parties shall give advance notice if they expect a deposition to include  
5 designated material so that the other Parties can ensure that only authorized  
6 individuals are present at those proceedings when such material is disclosed or  
7 used. The use of a document as an exhibit at a deposition shall not in any way  
8 affect its designation. Transcripts containing designated material shall have a  
9 legend on the title page noting the presence of designated material, and the title  
10 page shall be followed by a list of all pages (including line numbers as appropriate)  
11 that have been designated. The Designating Party shall inform the court reporter  
12 of these requirements. Any transcript that is prepared before the expiration of the  
13 21-day period for designation shall be treated during that period as if it had been  
14 designated “CONFIDENTIAL” unless otherwise agreed. After the expiration of  
15 the 21-day period, the transcript shall be treated only as actually designated.

16 (c) for information produced in some form other than documentary and for  
17 any other tangible items, that the Producing Party affix in a prominent place on the  
18 exterior of the container or containers in which the information is stored the legend  
19 “CONFIDENTIAL.” If only a portion or portions of the information warrants  
20 protection, the Producing Party, to the extent practicable, shall identify the  
21 protected portion(s).

22 **5.3. Inadvertent Failures to Designate.** If timely corrected, an  
23 inadvertent failure to designate qualified information or items does not, standing  
24 alone, waive the Designating Party’s right to secure protection under this Order for  
25 such material. Upon timely correction of a designation, the Receiving Party must  
26 make reasonable efforts to ensure that the material is treated in accordance with the  
27 provisions of this Order.  
28

1           **6.     CHALLENGING CONFIDENTIALITY DESIGNATIONS**

2           **6.1.   Timing of Challenges.** Any Party or Non-Party may challenge a  
3 designation of confidentiality at any time that is consistent with the Court's  
4 Scheduling Order.

5           **6.2.   Meet and Confer.** The Challenging Party shall initiate the dispute  
6 resolution process under Local Rule 37.1 *et seq.*

7           **6.3.** The burden of persuasion in any such challenge proceeding shall be  
8 on the Designating Party. Frivolous challenges, and those made for an improper  
9 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
10 parties) may expose the Challenging Party to sanctions. Unless the Designating  
11 Party has waived or withdrawn the confidentiality designation, all parties shall  
12 continue to afford the material in question the level of protection to which it is  
13 entitled under the Producing Party's designation until the Court rules on the  
14 challenge.

15           **7.     ACCESS TO AND USE OF DESIGNATED MATERIAL**

16           **7.1.   Basic Principles.** A Receiving Party may use Protected Material that  
17 is disclosed or produced by another Party or by a Non-Party in connection with this  
18 Action only for prosecuting, defending, or attempting to settle this Action. Such  
19 Protected Material may be disclosed only to the categories of persons under the  
20 condition described in this Order. When the Action has been terminated, a  
21 Receiving Party must comply with provisions of Section 13 below (FINAL  
22 DISPOSITION).

23           Protected Material must be stored and maintained by a Receiving Party at a  
24 location and in a secure manner that ensures that access is limited to the persons  
25 authorized under this Order.  
26  
27  
28



**7.2. Disclosure of “CONFIDENTIAL” Information or Items.**

Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any material designated “CONFIDENTIAL” only to:

(a) the Receiving Party’s Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of record to whom it is reasonably necessary to disclose the information for this Action;

(b) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the Acknowledgment and Agreement to Be Bound (Exhibit A);

(d) the court and its personnel;

(e) court reporters and their staff;

(f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action, and who have signed the Acknowledgment and Agreement to Be Bound (Exhibit A);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses, and attorneys for witnesses in the Action to whom disclosure is reasonably necessary and who have signed the Acknowledgment and Agreement to Be Bound (Exhibit A); and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

1           **8.     PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
2           **PRODUCED IN OTHER LITIGATION**

3           If a Party is served with a subpoena or a court order issued in other litigation  
4 that compels disclosure of any information or items received by that Party in this  
5 Action and designated in this Action as CONFIDENTIAL, that Party must:

6           (a) promptly notify in writing the Designating Party. Such notification shall  
7 include a copy of the subpoena or court order;

8           (b) promptly notify in writing the party who caused the subpoena or order to  
9 issue in the other litigation that some or all of the material covered by the subpoena  
10 or order is subject to this Protective Order. Such notification shall include a copy  
11 of this Stipulated Protective Order; and

12           (c) cooperate with respect to all reasonable procedures sought by the  
13 Designating Party whose Protected Material may be affected.

14           If the Designating Party promptly seeks a protective order, the Party served  
15 with the subpoena or court order shall not produce any information designated in  
16 this Action as “CONFIDENTIAL” before a determination by the court where the  
17 subpoena or order issued, unless the Party has obtained the Designating Party’s  
18 permission. The Designating Party shall bear the burden and expense of seeking  
19 protection in that court of its confidential material and nothing in these provisions  
20 should be construed as authorizing or encouraging a Receiving Party in this Action  
21 to disobey a lawful directive from another court.

22           **9.     A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**  
23           **PRODUCED IN THIS LITIGATION**

24           (a) The terms of this Order are applicable to information produced by a Non-  
25 Party in this Action and designated as “CONFIDENTIAL.” Such information  
26 produced by Non-Parties in connection with this litigation is protected by the  
27 remedies and relief provided by this Order. Nothing in these provisions should be  
28 construed as prohibiting a Non-Party from seeking additional protections.

1 (b) In the event that a Party is required, by a valid discovery request, to  
2 produce a Non-Party's confidential information in its possession, and the Party is  
3 subject to an agreement with the Non-Party not to produce the Non-Party's  
4 confidential information, then the Party shall:

5 (1) promptly notify in writing the Requesting Party and the Non-Party that  
6 some or all of the information requested is subject to a confidentiality agreement  
7 with a Non-Party;

8 (2) promptly provide the Non-Party with a copy of the Stipulated Protective  
9 Order in this Action, the relevant discovery request(s), and a reasonably specific  
10 description of the information requested; and

11 (3) make the information requested available for inspection by the Non-  
12 Party, if requested.

13 (c) If the Non-Party fails to seek a protective order from this court within 14  
14 days of receiving the notice and accompanying information, the Receiving Party  
15 may produce the Non-Party's confidential information responsive to the discovery  
16 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
17 not produce any information in its possession or control that is subject to the  
18 confidentiality agreement with the Non-Party before a determination by the court.  
19 Absent a court order to the contrary, the Non-Party shall bear the burden and  
20 expense of seeking protection in this court of its protected material.

21 **10. UNAUTHORIZED DISCLOSURE OF DESIGNATED**  
22 **MATERIAL**

23 If a Receiving Party learns that, by inadvertence or otherwise, it has  
24 disclosed Protected Material to any person or in any circumstance not authorized  
25 under this Order, the Receiving Party must immediately (a) notify in writing the  
26 Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve  
27 all unauthorized copies of the designated material, (c) inform the person or persons  
28 to whom unauthorized disclosures were made of all the terms of this Order, and (d)

1 request such person or persons execute the “Acknowledgement and Agreement to  
2 Be Bound” that is attached hereto as (Exhibit A).

3 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR**  
4 **OTHERWISE PROTECTED MATERIAL**

5 When a Producing Party gives notice to Receiving Parties that certain  
6 inadvertently produced material is subject to a claim of privilege or other  
7 protection, the obligations of the Receiving Parties are those set forth in Federal  
8 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
9 whatever procedure may be established in an e-discovery order that provides for  
10 production without prior privilege review. Pursuant to Federal Rule of Evidence  
11 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure  
12 of a communication or information covered by the attorney-client privilege or  
13 work product protection, the parties may incorporate their agreement in the  
14 stipulated protective order submitted to the court.

15 **12. MISCELLANEOUS**

16 **12.1.** Right to Further Relief. Nothing in this Order abridges the right of  
17 any person to seek its modification by the Court in the future.

18 **12.2.** Right to Assert Other Objections. By stipulating to the entry of this  
19 Protective Order no Party waives any right it otherwise would have to object to  
20 disclosing or producing any information or item on any ground not addressed in  
21 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
22 any ground to use in evidence of any of the material covered by this Protective  
23 Order.

24 **12.3.** Filing Protected Material. A Party that seeks to file under seal any  
25 Protected Material must comply with Civil Local Rule 79-5. Protected Material  
26 may only be filed under seal pursuant to a court order authorizing the sealing of the  
27 specific Protected Material at issue. If a Party's request to file Protected Material  
28

1 under seal is denied by the court, then the Receiving Party may file the information  
2 in the public record unless otherwise instructed by the court.

3 **13. FINAL DISPOSITION**

4 After the final disposition of this Action, as defined in section 4, within 60  
5 days of a written request by the Designating Party, each Receiving Party must  
6 return all Protected Material to the Producing Party or destroy such material. As  
7 used in this subdivision, “all Protected Material” includes all copies, abstracts,  
8 compilations, summaries, and any other format reproducing or capturing any of the  
9 Protected Material. Whether the Protected Material is returned or destroyed, the  
10 Receiving Party must submit a written certification to the Producing Party (and, if  
11 not the same person or entity, to the Designating Party) by the 60 day deadline that  
12 (1) identifies (by category, where appropriate) all the Protected Material that was  
13 returned or destroyed and (2) affirms that the Receiving Party has not retained any  
14 copies, abstracts, compilations, summaries or any other format reproducing or  
15 capturing any of the Protected Material. Notwithstanding this provision, Counsel  
16 are entitled to retain an archival copy of all pleadings, motion papers, trial,  
17 deposition, and hearing transcripts, legal memoranda, correspondence, deposition  
18 and trial exhibits, expert reports, attorney work product, and consultant and expert  
19 work product, even if such materials contain Protected Material. Any such  
20 archival copies that contain or constitute Protected Material remain subject to this  
21 Protective Order as set forth in section 4 (DURATION).

22 **14. VIOLATIONS**

23 Any violation of this Protective Order may be punished by any and all  
24 appropriate measures including, without limitation, contempt proceedings and/or  
25 monetary sanctions.

26 **IT IS SO STIPULATED.**  
27  
28

By: /s/ Russell Wolpert  
Eric M. George (SBN 166403)  
Christopher W. Arledge (SBN 200767)  
Russell F. Wolpert (SBN 97975)  
Madeline G. Hassell (SBN 347161)  
**ELLIS GEORGE LLP**  
2121 Avenue of the Stars, 30th Floor  
Los Angeles, California 90067  
Telephone: (310) 274-7100  
Facsimile: (310) 275-5697

*Attorneys for Plaintiff Taste of Nature,  
Inc.*

By: /s/ Stephen D. Raber  
Stephen D. Raber (SBN 121958)  
Kaitlin D. Wetz (SBN 330237)  
sraber@wc.com  
kwetz@wc.com  
**WILLIAMS & CONNOLLY LLP**  
680 Maine Avenue, SW  
Washington, DC 20024  
Telephone: 202-434-5000  
Facsimile: 202-434-5029

*Attorneys for Defendant Mars  
Wrigley Confectionery US, LLC*

**PURSUANT TO STIPULATION, IT IS SO ORDERED.**

Dated: December 5, 2024

  
HON. KAREN L. STEVENSON  
CHIEF U.S. MAGISTRATE JUDGE

**EXHIBIT A**

**ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare under penalty of perjury  
that I have read in its entirety and understand the Protective Order that was issued  
by the United States District Court for the Central District of California on  
\_\_\_\_\_ [date] in the case of \_\_\_\_\_ [insert formal name of the case and  
the number and initials assigned to it by the court]. I agree to comply with and to  
be bound by all the terms of this Protective Order, and I understand and  
acknowledge that failure to so comply could expose me to sanctions and  
punishment for contempt. I solemnly promise that I will not disclose in any  
manner any information or item that is subject to this Protective Order to any  
person or entity except in strict compliance with this Order.

I further agree to submit to the jurisdiction of the United States District  
Court for the Central District of California for the purpose of enforcing this  
Order, even if such enforcement proceedings occur after termination of this  
action.

I hereby appoint \_\_\_\_\_ [print or type full name]  
of \_\_\_\_\_ [print or type full address and  
telephone number] as my California agent for service of process in connection  
with this action or any proceedings related to enforcement of this Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

[printed name]

Signature: \_\_\_\_\_

[signature]